and usages of the state, but that no new right is intended to be granted by this declaration. Blodgett, J., *dissenting.*

Statutes are held to be constitutional unless there is clear proof to the contrary. *Mobile Dry Docks Co., et al., v. The City of Mobile,* 146 Ala., 198; *Stillwell v. Jackson,* 77 Ark., 250. And a statute otherwise unconstitutional as affecting property rights is valid if it comes within the scope of the police powers of the state. *Bertholf v. O'Reilly,* 74 N. Y., 509; *Sibley v. State,* 107 Tenn., 515; *Thorpe v. R. & B. R. R. Co.,* 27 Vt., 140. A state by virtue of these powers may enforce statutes for the protection of fish and game. *People v. Bridges,* 142 Ill., 30; *Burnham v. Webster,* 5 Mass., 266; *State v. Woodward,* 123 N. C., 710. So acts making unlawful or limiting the use of certain fishing contrivances are valid. *People v. Collison,* 85 Mich., 105; *Lawton et al., v. Steele,* 119 N. Y., 226; *Peters v. State,* 96 Tenn., 682. And the Legislature may delegate its power over fisheries to commissioners or local boards. *Smith v. Levinus,* 8 N. Y., 472; *Reed v. Dunbar,* 41 Or., 509; *State v. Cozzens,* 2 R. I., 561. But all similar bodies should not have unlimited and uncontrolled discretion. *Mayor, etc., of Baltimore v. Radecke,* 49 Md., 217; *State ex rel., etc., v. Cincinnati Gas Light & Coke Co.,* 18 Ohio St., 262. And the state may limit these privileges of fishing to residents and citizens. *State v. Hanlon,* 77 Ohio St., 19; *Chambers v. Church,* 14 R. I., 398; *McCready v. Virginia,* 94 U. S., 391. But it must not exercise arbitrary discrimination against any person or class of persons within its jurisdiction. *State v. Higgins,* 51 S. C., 51; *in re Ah Chong,* 6 Sawy., 451; *Bittenhaus v. Johnston,* 92 Wis., 588.

INSURANCE—INSURABLE INTEREST—ASSIGNMENT.—MANHATTAN LIFE INS. CO. V. COHEN, 139 S. W., 51,(TEX.)—*Held,* that an assignment of a life policy to one without an insurable interest is valid only to the extent of reimbursing the assignee for the amounts paid out by him with interest, being, except to that extent, a mere gambling contract, and contrary to public policy.

There is considerable conflict of authority on this point. The rule laid down in the principal case is upheld by the following cases: *Hays v. Lapeyre,* 98 La., Ann., 749; *First National Bank v. Terry's Adm'r.,* 99 Va., 194; *Strode v. Meyer Co.,* 101 Mo. App., 627. A few cases hold that an assignment to one without an insurable interest avoids the policy. *East Missouri Valley Ins. Co. v. McCrum,* 36 Kan., 146. But other courts hold that a policy taken out in good faith, and not for the mere purpose of assignment, is assignable to one having no insurable interest, and the assignee, where the assignment is absolute and general, will be entitled to the entire proceeds of the policy. *Steinback v. Diepenbrock,* 158 N. Y., 24; *Rylander v. Allen,* 125 Ga., 206; *New York Ins., Co. v. Armstrong,* 117 U. S., 591; *Farmers' Bank v. Johnson,* 118 Ia., 282. But this is not true if the assignment is merely to cover a wager policy. *Fitzpatrick v. Hartford Ins. Co.,* 56 Conn., 116. An assignment to one without an insurable interest, of a policy taken out in contemplation of assignment, is void as between insurer and assignee. *Steinback v. Diepenbrock, supra; Powell*

v. Dewey, 123 N. C., 103. And between assignee and beneficiary. *Vanormer v. Hornberger,* 142 Pa., 575. But it does not avoid the policy as between beneficiary and insurer. *New York Ins. Co. v. Brown's Adm'r.,* 23 Ky., L. Rep., 2070; *Merchants' Ins. Ass'n. v. Yoakum,* 98 Fed., 251. An assignment to a creditor who has no other insurable interest in the life of the assured is valid where the amount of the debt is not disproportionate to the face of the policy. *Givens v. Veeder,* 9 N. M., 256; *McHale v. McDonnell,* 175 Pa., 632.

INSURANCE—MUTUAL BENEFIT SOCIETY—METHOD OF CHANGE OF BENEFICIARY.—HOLDEN V. MODERN BROTHERHOOD OF AMERICA, 132 N. W., 329 (IOWA).—*Held,* that a fraternal beneficiary association may stipulate methods and conditions by and under which a substitution of beneficiaries may be effected; and, unless such methods and conditions are adopted and complied with, no substitution will take place.

The general rule is that whatever formalities a mutual benefit association prescribes as to change of beneficiaries must be observed and complied with. *Shuman v. A. O. U. W.,* 110 Iowa, 642; *Gordon v. Gordon,* 117 Ill. App., 91. *Fink v. Fink,* 171 N. Y., 616. And the expression of one method impliedly excludes all others. *Coleman v. Knights of Honor,* 18 Mo. App., 189; *Flowers v. Sovereign Camp, W. of the W.,* 40 Tex. Civ. App., 593; *Grace v. Northwestern Mutual Relief Ass'n,* 87 Wis., 562. So the weight of authority holds that a change cannot be made by the will of the member. *Stephenson v. Stephenson,* 64 Iowa, 534; *McCarthy v. N. E. Order of Protection,* 153 Mass., 314. But, *Catholic Benefit Ass'n v. Priest,* 46 Mich. 429, and *Masonic Benefit Ass'n v. Bunch,* 109 Mo., 560, hold *contra,* when such change is not expressly forbidden. But these rules must not be impossible of fulfilment. *Grand Lodge v. Child,* 76 Mich., 163. And the change is valid where it is beyond the power of the member to comply literally, through loss of the certificate. *Isgrigg v. Schooley,* 125 Ind., 94; *Marsh v. Am. Legion of Honor,* 149 Mass., 212; *Lahey v. Lahey,* 174 N. Y., 146. The association may waive compliance, or be estopped to assert noncompliance. *Delaney v. Delaney,* 175 Ill., 187; *Wandell v. Mystic Toilers,* 130 Iowa, 639; *Manning v. A. O. U. W.,* 86 Ky., 136. Likewise the original beneficiary may be estopped. *Supreme Conclave v. Capella,* 41 Fed., 1; *Munshall v. Daly,* 37 Ill. App., 628. And where the member has done all in his power to comply, but dies before the new certificate is issued, the change will be enforced. *Sanborn v. Black,* 67 N. H., 537; *Luhrs v. Luhrs,* 123 N. Y., 367; *Waldum v. Homstad,* 119 Wis., 312.

SPECIFIC PERFORMANCE—MUTUALITY OF REMEDY—OPTION CONTRACT.—NAYLOR V. PARKER, 139 S. W., 93, (TEX.)—*Held,* that an option, based on a valuable consideration moving from the holder of the option, even though it imports no obligation on the holder to purchase, is an exception to the rule that, if a contract can not be specifically enforced against the one seeking enforcement, he is not entitled to such remedy as against his adversary. Dunklin, J. *dissenting* in part.

In general specific enforcement of a contract will not be decreed unless the contract could be enforced by either party against the other. *Buck*